

Good day

Thank you for your enquiry regarding Simply Asia Franchises. Please complete the attached and send back to me soonest.

We are exceptionally proud to offer a unique Thai dining experience, with food prepared by authentic Thai chefs from the Land of Smiles, and a menu packed full of delicious dishes to satisfy a wide range of palates. And with stores throughout the Western Cape, Gauteng and KwaZulu-Natal, our growing national presence and award-winning cuisine, it's no wonder we're South Africa's favourite Thai food restaurant. We've also expanded into Botswana and Zimbabwe with interest from other countries too.

Here's why you made the right choice in coming to talk to us:

Our first store was opened on Heritage Square in Cape Town CBD in October 2003.

- ★ When then started targeting Gauteng in 2005 with our first store in the Clearwater Mall.
- ★ In 2013 we entered into the KwaZulu-Natal region with our first store in Ballito.
- ★ We now have 60 stores in all 3 major regions of South Africa.
- ★ We are a full member of the Franchise Association of South Africa (FASA).
- ★ Our Central Kitchen is based in Observatory, Western Cape – that's where all our delicious secret sauces and other core products are manufactured.
- ★ Our Central Kitchen is ICSA Halaal Certified.
- ★ All our dishes have been created by our Thai Executive Chefs and our founder, Chai Lekcharoensuk.
- ★ From our kitchen to our customer's tables, all our ingredients undergo thorough quality control checks carried out by our Executive Chefs and Chai Lekcharoensuk, which means the quality and taste of our food remains consistent no matter which stores our customers chose to visit.
- ★ We offer high quality product, superior supply chain support, and adherence to strict hygiene standards. This is all to ensure that our chefs have the finest, freshest ingredients in order to deliver only the best quality products to our customers.
- ★ You'll only see Thai chefs in our kitchens!

The Simply Asia franchisor has a support structure in place to assist the franchisee in both the operating and the marketing of their business. We offer franchisees regular updates and advice on how to make their business run more smoothly and efficiently. Specialized labour is also taken care of with the use of authentic Thai chefs being employed and managed by the franchisor.

We provide intensive training for all of our new franchisees which encompasses practical on the job and theoretical training. This training will incorporate many elements, most of which is outline in the Operations Manual and is the basis of your day-to-day management tasks.

Attached is a full franchise application which includes a confidentiality agreement. Kindly complete by providing the required information and signing where indicated and returned at your soonest convenience In order to start the process.

After we have received the completed forms and you have been approved as a potential franchisee we will be able to discuss which stores and sites are available for franchising at present.

Looking forward to hearing from you.

Regards

Simply Asia Management



Full Franchise Application Form

FOR OFFICE USE ONLY:		
Sign-off: General Manager	<input type="text"/>	Date: <input type="text"/>
Sign-off: Director	<input type="text"/>	Date: <input type="text"/>
Outcome Letter Date	<input type="text"/>	



PERSONAL DETAILS		
First names	Surname	
Place of birth	Nationality	ID number
Residential address		
Postal address		
Code		
Telephone (Business)	Telephone (Home)	
Cell	Email address	
Permanent SA Citizen? Yes No	Fax no.	
At present address Years Months	Our residential property is Owned Rented By: Self Spouse	
Number of Dependents Number of children	Their ages	

Marital Status				
Married:	COP	ANC with Accrual	ANC without Accrual	Tribal

Please supply the following additional information about your spouse	
Name of employer	
Employer's address	
Code	
Employer's telephone	
Present position	Annual income

DETAILS OF NEXT OF KIN	
Name and residential address of next of kin (not of the same address) Relationship:	
Name	
Address	
Code	
Telephone	

EMPLOYMENT HISTORY					
Employer	From	To	Type of work	Last position held	Annual income
1.					
2.					
3.					
4.					

EDUCATION	
Highest standard passed	Year
Do you have a degree or diploma Yes No (PLEASE TICK)	If YES, specify
Formal apprenticeships ? Yes No (PLEASE TICK)	If YES, specify
Do you have any formal business skills? Yes No (PLEASE TICK)	If YES, specify

BUSINESS EXPERIENCE		
Have you ever owned or worked in a business similar to that of a Simply Asia.?		
Have you ever previously owned a franchise? (Please tick) Yes No If Yes Namely:		
Period owned if sold:	Why did you sell it?	
Have you had any experience in the following areas? (Please tick)		
Business management	Yes	No
Sales	Yes	No
Staff management	Yes	No
Hospitality	Yes	No

Are you pursuing other franchises as well? (please tick) Yes No If so, in what industries?

What strengths/ skills would each of you bring to the job?

What are your prime objectives & personal reasons for applying for a Simply Asia?

Are you currently involved in any community initiatives/ projects outside of your business interests?

General information

In which area would you prefer your Simply Asia to be?

GTG

WC

KZN

Please specify the area/ suburb interested in:

.....

Which type of store are you interested in. Please tick applicable boxes below:

❖ Sitdown

❖ Express

❖ Sushi

❖ Liquor liscence

What unencumbered cash contribution do you intend to make to the setting up of the business. (Minimum requirement: 50 % of total set up cost)

What experience do you have in managing staff?

When are you available to commence business?

What promotional ideas / local area marketing initiatives do you have for the business (PR and marketing)

What are your long term business and career goals?

Are you prepared to work long hours & devote your time to your business? (what time would be devoted to the business?)

Is there any further information, in support of your application, which you feel we should be aware of?



REFERENCES

CHARACTER REFERENCES (other than relatives)
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Name:	
Address:	
	Telephone:
Relationship:	
Years known:	

Name:	
Address:	
	Telephone:
Relationship:	
Years known:	

BUSINESS REFERENCES:

Company name:	
Contact person:	
Address:	
Relationship:	Telephone:
Years known:	

Company name:	
Contact person:	
Address:	
Relationship:	Telephone:
Years known:	

FINANCIAL REFERENCE
Name:
Address:
Telephone:

CREDIT RECORD	
Have either of you ever had any judgements against you (are you blacklisted)?	Yes / No (please tick)
If YES, specify details	
Have you ever been sequestrated?	Yes / No (please tick)
If YES, specify details	
Date	
If YES, have you been rehabilitated?	
Date	
Have you ever been found guilty of a criminal offence?	Yes / No (please tick)
If YES, specify details	

STATEMENT OF ASSETS AND LIABILITIES						
ASSETS (Amount in Rand)						
Fixed property registered in your name						
City and Town property					Owner's evaluation	Bank use
Erf No	City/ Town	Purchase price	Date purchased	Fire Insurance		
Farm and Smallholdings Property					Owner's valuation	Bank use
Erf no/name of farm	City/ Township	Purchase price	Date purchased	Fire insurance		
Property bought under deed of sale						
Erf no/ Name of farm	City/ Township	Purchase price				
2. Mortgage Bonds in own favour, i.e. where a bond is held over the fixed property of another person. State first of subsequent bond(s) and give a description of property. State the amount outstanding still receivable/ Timeshare.						
3. Stock (specify)						
4. Vehicles (state the make and year)						
5. Miscellaneous movable property (specify)						
6. Debtors						
7. Shares/Loans (specify)						
Listed on the JSE						
8. Other investments and assets (specify)						
9. Insurance policies (surrender values, if known)						
Insurance Company	Policy number	Life cover	Ceded to	Surrender value		
10. Credit balances (e.g. savings accounts, fixed deposits, etc)						

TOTAL ASSETS		

Liabilities (amounts in Rand)									
Liabilities stated as on	D	D	M	M	C	C	Y	Y	
1. Mortgage bonds (amounts due under deed of sale)									
Erf no/ name of farm	Town/ City		Bondholder/Seller		Interest rate		Installment		Expiry date
									Subtotal
2. Term loans/personal loans (specify)									
3. Owing under installment sale agreements									
Type of asset e.g. vehicle, machinery, etc					At which institution		Installments monthly		
4. Income tax owing (state when due)									
5. Owing to banks (state names and specify liabilities)									
6. Owing in respect of credit cards (specify)									
7. Other liabilities (describe and mention terms and conditions of repayment)									
TOTAL LIABILITIES									
ASSETS LESS LIABILITIES									
SURPLUS OF ASSETS OVER LIABILITIES									
NOTARIAL BONDS (state over which assets and in favour of whom)									

CONTINGENT LIABILITY					
1. Leases					
Item	Financed by	Outstanding amount	Installment	Date payable	
Suretyship					
In favour of		At financial Institution		Details of security provided	
Monthly income		Self	Spouse	Monthly expenditure	
Gross salary/Income		R	R	Bond repayment / Rent	
Housing subsidy		R	R	HP/Loan/Credit card	
Car allowance		R	R	Insurance (life and sort term	
Commission		R	R	Domestic (water, lights, rates)	
		R	R	School and university fees	
Other (specify)		R	R	Transport	
Other (specify)		R	R	Maintenance (if divorced)	
Other (specify)		R	R	Subtotal (fixed expenses)	
Other (specify)		R	R	Other (specify)	
Other (specify)		R	R	Other (specify)	
Other (specify)		R	R	Other (specify)	
TOTAL INCOME		R	R	Other (specify)	
Less: Pension/ Medical aid/ PAYE		R	R	Other (specify)	
NET INCOME		R	R	TOTAL EXPENSES	
				R	

ACKNOWLEDGEMENT AND CONSENT BY APPLICATION

(This consent is required in terms of the **Code of Banking Practice** relating to obtaining written consent for verification of information provided for during the lending assessment process.)

I hereby irrevocably:

Authorise the **financial institution** selected by Simply Asia Franchise Holdings (Pty) Ltd to contact any of the referees (including but not limited to banks or auditors), mentioned in this application form and to obtain any additional information which the **financial institution**, in its sole discretion, may deem necessary;

Authorize the **financial institution** to cross refer any documents or information regarding my personal, business or financial affairs to one another, in as far as it may be necessary for either of them to comply with their agreement.

I hereby declare that the information provided in this application form is to the best of my knowledge true, correct and accurate in all material respects.

I acknowledge that failure to disclose any information that are relevant to this application, or the furnishing/provision of an untrue, incorrect or inaccurate information will render this application or any agreement or subsequent agreement entered into between the **franchisor** and myself (either personally or on behalf of any CC or Company) or myself and the **financial institution**, null and void.

I herewith declare that the amount as stated in the application as own contribution has not been borrowed from any source where it is repayable in the future or where it may cause any financial liability to the business.

I further acknowledge that this application does not constitute any form of agreement or contract whatsoever between the **franchisor**, the **financial institution** and myself, and is no way binding on either party. However, if any finance is granted to me as a result of this application, the information contained herein work throughout the duration thereof form the basis for such financing.

I acknowledge that if finance is approved by the **financial institution** in addition to this application form, I will be required to complete and sign documentation to be used by the **financial institution**, and to pay the costs involved where applicable, which I agree to do on request.

I authorise the **financial institution** to disclose full particulars regarding the approval of my application to **Simply Asia Franchise Holdings (Pty) Ltd**.

Signed at _____ on

_____ of 20 _____

APPLICANT _____

WITNESS _____

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective

BETWEEN:

**Simply Asia Franchise Holdings (Pty) Ltd (the ‘Owner’), a company duly incorporated under the laws of the Republic of South Africa, with its head office located at:
Unit 18, Auckland Park
Auckland Street
Paarden Eiland
7405**

AND: _____ (the “Recipient”), a company duly incorporated under the laws of the Republic of South Africa, with its head office located at

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.....

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Recipient has requested information from Owner in connection with consideration of a possible transaction or relationship between Recipient and Owner.

WHEREAS, in the course of consideration of the possible transaction or relationship, Owner may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Owner and its activities. THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Owner to Recipient of certain information.

1. CONFIDENTIAL INFORMATION

Owner proposes to disclose certain of its confidential and proprietary information (the Confidential Information”) to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

For purposes of this Agreement, the term “Recipient’ shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term “Representative” shall include Recipient’s directors, officers, employees, agents, and financial, legal, and other advisors.

2. EXCLUSIONS

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient’s possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Owner; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Owner; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.



3. RECIPIENT'S OBLIGATIONS

a. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

b. Confidential Information furnished in tangible form shall not be duplicated by Recipient for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

4. TERM

The obligations of Recipient herein shall be effective two years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. CONFIDENTIALITY

Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Owner against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Owner as a result of a breach of this Agreement by Recipient or its Representatives.

6. PERMITTED DISCLOSURES

Recipient may disclose Owner's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Owner and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

7. REQUIRED DISCLOSURES

Recipient may disclose Owner's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Owner a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

8. USE

Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Owner and shall not in any way use the Confidential Information to the detriment of Owner.

9. NO LICENSE

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

10. OTHER INFORMATION



Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

11. RETURN OF DOCUMENTS

If Recipient does not proceed with the possible transaction with Owner, Recipient shall notify Owner of that decision and shall, at that time or at any time upon the request of Owner for any reason, return to Owner any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Owner. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

12. NO ADDITIONAL AGREEMENTS

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Owner to enter into any other agreement with Recipient or prohibit Owner from providing the same or similar information to other parties and entering into agreements with other parties. Owner reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Owner and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Owner and Recipient.

13. IRREPARABLE HARM

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity.

14. NO PUBLICITY

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

15. GOVERNING LAW AND EQUITABLE RELIEF

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa and Recipient consents to the exclusive jurisdiction of the magisterial courts and high courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

16. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. SURVIVAL

This Agreement shall continue in full force and effect at all times.

18. SUCCESSORS AND ASSIGNS

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

19. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Owner:

**Unit 18, Auckland Park
Auckland Street
Paarden Eiland
7405**

If to Recipient:

.....
.....
...

21. NO IMPLIED WAIVER

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

22. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

23. ATTORNEYS FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorney's fees and costs incurred.

24. COUNTERPARTS AND RIGHT

This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.

25. ENTIRE AGREEMENT

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Owner may have under trade secret, copyright, patent or other laws that may be available to Owner. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.
OWNER RECIPIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title



